

**CITY OF LAS VEGAS
STANDARD TERMS AND CONDITIONS – PURCHASE ORDER**

The Supplier shall provide the goods and/or services described in this Purchase Order subject to the following Standard Terms and Conditions, unless otherwise noted on the face of the Purchase Order.

1. DEFINITIONS [Goods, Services]

"City" means the City of Las Vegas.

"Purchase Order" means a City order for goods and/or services, which becomes a binding contract upon written acceptance or performance by a Supplier, and which consists of the face of the Purchase Order and these Standard Terms and Conditions, and any other specifically referenced documents.

"Supplier" means the individual, partnership, company, or corporation contractually obligated to provide the goods and/or services described in this Purchase Order.

2. APPLICABILITY [Goods, Services]

Notwithstanding any provision of U.C.C. 2-207, the Supplier's written acceptance of this Purchase Order, or the Supplier's commencement of performance without providing a written rejection of the Purchase Order to the City within five (5) days of receipt, shall convert this Purchase Order, in its entirety, into a legally binding contract. Each clause title within these Standard Terms and Conditions shall indicate its applicability to the purchase of goods and/or services. Except for the Rules of Precedence clause below, these Standard Terms and Conditions do not apply if a specific bid award or contract is referenced on the face of the Purchase Order.

3. RULES OF PRECEDENCE [Goods, Services]

In the event of a conflict, the following rules of precedence shall govern this Purchase Order: (1) Terms and conditions on the face of the Purchase Order prevail over these Standard Terms and Conditions; (2) All terms and conditions of the Purchase Order prevail over U.C.C. Article 2; (3) All terms and conditions of the Purchase Order prevail over any Supplier quotation; and (4) The terms and conditions of a specific bid award or contract referenced on the face of the Purchase Order prevail over any term or condition contained in the Purchase Order.

4. LAWS AND STATUTES [Goods, Services]

The Supplier will comply with all federal, state and local laws and regulations relative to conducting business or performing work in the City of Las Vegas and the County of Clark, Nevada.

5. SHIPPING [Goods]

Goods are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect, or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Supplier error will be returned solely at Supplier's cost.

6. MATERIAL SAFETY DATA SHEETS [Goods]

The Supplier shall provide current Material Safety Data Sheets (MSDS) for all hazardous materials and products delivered under this Purchase Order.

7. TAXES [Goods, Services]

The City of Las Vegas, Nevada is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) must be net, exclusive of these taxes. The Supplier shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any goods and/or services delivered under this Purchase Order. The Supplier herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

8. INVOICES [Goods, Services]

The Supplier shall generate invoices and send to the "Bill To" address on the face of the Purchase Order. Invoices should include the following:

(i) Supplier name and address, (ii) date and unique invoice number, (iii) applicable Purchase Order or Purchase Order Release number, and (iv) any other information (e.g., quantity, description, period of performance) necessary to identify the goods or services for which payment is requested. (v) handwritten invoices will be accepted only if submitted on pre-printed and prenumbered invoice forms. Upon reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days, unless otherwise noted on the face of the Purchase Order. Invoices received that do not comply with the standards set forth herein may be returned to supplier unpaid.

9. DISPUTES [Goods, Services]

The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by arbitration in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within thirty days of the claim, dispute, or matter arising.

10. GOVERNING LAW/VENUE OF ACTION [Goods, Services]

This Purchase Order shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

11. NOTIFICATION [Goods, Services]

Notices will be addressed to the places of business identified on the face of the Purchase Order.

12. INDEMNIFICATION [Goods, Services]

Notwithstanding any of the insurance requirements set forth herein, the Supplier shall protect, indemnify and hold the City, its officers, employees and agents, harmless from and against any and all third-party claims arising under this Purchase Order.

13. TERMINATION FOR CONVENIENCE [Goods, Services]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason. Such termination shall be effected by written notice from the City to the Supplier, specifying the extent and effective date of the termination. The Supplier shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the City.

14. TERMINATION FOR DEFAULT [Services]

Upon failure to perform this Purchase Order under its terms, the City will provide written notice to the Supplier of the breach, and the Supplier will have a reasonable time (as stated in the City's written notice) in which to cure the breach. Failure to cure within the stated time will subject the Supplier to a default termination, with no liability to the City. The City will retain all rights to common law breach of contract remedies.

15. INSURANCE [Goods, Services]

The Supplier shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Purchase Order.

16. INDEPENDENT CONTRACTOR [Goods, Services]

The Supplier is deemed to be an Independent Contractor under this Purchase Order.

17. WARRANTY [Goods]

The Supplier warrants that goods supplied under this Purchase Order are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance on title.

18. WARRANTY [Services]

The Supplier warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Purchase Order. In the event of a breach of this warranty, the Supplier shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

19. INSPECTION [Goods, Services]

An authorized representative of the City will inspect the goods and services at time of delivery. If deficiencies are detected, the goods and/or services will be rejected and the Supplier will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the good and/or services are re-inspected and accepted.

20. FORCE MAJEURE [Goods, Services]

The Supplier is excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government.

21. ASSIGNMENT/MODIFICATION [Goods, Services]

This Purchase Order is not assignable without the prior written consent of the City. This Purchase Order sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

22. SEVERABILITY [Goods, Services]

In the event any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.